

APPLICANT'S ACCT NO

USCB BCL—903 REV. 7-78-1

Filing Fee: \$35 plus \$25
for each party corporation
in excess of two
ARTS-9

Articles of Merger—
Business Corporation

88481647

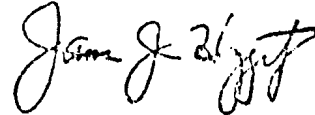
(Line for numbering)

689585

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE
CORPORATION BUREAU

Filed this _____ day of _____
JUN 10 1988

Commonwealth of Pennsylvania
Department of State 4:54 P.M.



Secretary of the Commonwealth

(Box for Certification)

In compliance with the requirements of section 903 of the Business Corporation Law, act of May 5, 1933 (P. L. 364) (15 P. S. §1903), the undersigned corporations, desiring to effect a merger, hereby certify that:

1. The name of the corporation surviving the merger is:

Colt Industries Inc

2. (Check and complete one of the following):

☒ The surviving corporation is a domestic corporation and the location of its registered office in this Commonwealth is (the Department of State is hereby authorized to correct the following statement to conform to the records of the Department):

c/o CT Corporation System, Oliver Building, Mellon Square

(NUMBER)

(STREET)

Pittsburgh

Pennsylvania

15222

(CITY)

(ZIP CODE)

☐ The surviving corporation is a foreign corporation incorporated under the laws of _____

(NAME OF JURISDICTION)

_____ and the location of its office registered with such domiciliary jurisdiction is:

(NUMBER)

(STREET)

(CITY)

(STATE)

(ZIP CODE)

3. The name and the location of the registered office of each other domestic business corporation and qualified foreign business corporation which is a party to the plan of merger are as follows:

NameRegistered Office

Colt Transition Inc.

The Corporation Trust Company
Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801

88481648

DSCB BCL-903 (REV. 7-78)-2

4. (Check, and if appropriate, complete one of the following).

- ☐ The plan of merger shall be effective upon filing these Articles of Merger in the Department of State.
- ☒ The plan of merger shall be effective on June 10, 1988 at 4:59 p.m.
(DATE) (HOUR)

5. The manner in which the plan of merger was adopted by each domestic corporation is as follows:

NAME OF CORPORATION	MANNER OF ADOPTION
Colt Industries Inc	Approved by the affirmative vote of the shareholders entitled to vote thereon at a meeting called after at least ten days written notice to all shareholders of record, whether or not entitled to vote thereon, setting forth such purpose.

6. (Strike out this paragraph if no foreign corporation is party to the merger.) The plan was authorized, adopted or approved, as the case may be, by the foreign corporation (or each of the foreign corporations) in accordance with the laws of the jurisdiction in which it was formed.

7. The plan of merger is set forth in Exhibit A, attached hereto and made a part hereof.

RECEIVED
88 JUN 10 AM 11:10
DEPT. OF STATE

88481649

JSCB BCL-803 Rev. 7-78-3

IN TESTIMONY WHEREOF, each undersigned corporation has caused these Articles of Merger to be signed by a duly authorized officer and its corporate seal, duly attested by another such officer, to be hereunto affixed this 10th day of June, 1988.

By: Colt Industries Inc.
(NAME OF CORPORATION)
[Signature]
(SIGNATURE)
Senior Vice President
(TITLE: PRESIDENT, VICE PRESIDENT, ETC.)

Attest: [Signature]
(SIGNATURE)
Assistant Secretary
(TITLE: SECRETARY, ASSISTANT SECRETARY, ETC.)
 (CORPORATE SEAL)

By: Colt Transition Inc.
(NAME OF CORPORATION)
[Signature]
(SIGNATURE)
President
(TITLE: PRESIDENT, VICE PRESIDENT, ETC.)

Attest: [Signature]
(SIGNATURE)
Assistant Secretary
(TITLE: SECRETARY, ASSISTANT SECRETARY, ETC.)
 (CORPORATE SEAL)

88481650

Exhibit A

PLAN OF MERGER
OF
COLT TRANSITION INC.
WITH AND INTO
COLT INDUSTRIES INC

WHEREAS, Colt Industries Inc., a Pennsylvania corporation (the "Company"), owns all of the outstanding shares of Class A Common Stock, par value \$0.01 per share (the "Transition Class A Shares"), of Colt Transition Inc., a Delaware corporation ("Transition");

WHEREAS, Colt Holdings Inc., a Delaware corporation ("Holdings"), owns all of the outstanding shares of Class B Common Stock, par value \$0.01 per share (the "Transition Class B Shares"), of Transition;

WHEREAS, Transition has no classes of capital stock authorized, issued or outstanding other than the Transition Class A Shares and the Transition Class B Shares; and

WHEREAS, the Company and Transition (sometimes referred to herein as the "Constituent Corporations") desire that Transition be merged (the "Merger") with and into the Company, which shall be the surviving corporation (sometimes referred to herein as the "Surviving Corporation").

NOW, THEREFORE:

1. *Effective Time.* As used in this Plan of Merger, the term "Effective Time" shall mean the later of the filing with the Secretary of State of Delaware of a certificate of merger and the filing by the Department of State of the Commonwealth of Pennsylvania of articles of merger.

2. *The Merger.* At the Effective Time, Transition shall be merged with and into the Company, which shall continue to be governed by the laws of the Commonwealth of Pennsylvania, and the separate corporate existence of Transition shall thereupon cease. The Merger shall have the effect provided in the Pennsylvania Business Corporation Law (the "BCL") and the General Corporation Law of the State of Delaware (the "GCL").

3. *Articles of Incorporation and By-Laws.* At the Effective Time, the Amended and Restated Articles of Incorporation of the Company, as the Surviving Corporation, shall be amended and restated to read as set forth in full in the form attached hereto as Appendix I, and shall continue to be the Amended and Restated Articles of Incorporation of the Company, as the Surviving Corporation, until duly amended in accordance with law.

4. *Directors and Officers.* The directors of the Company immediately prior to the Effective Time shall be the initial directors of the Surviving Corporation, and the Officers of the Company immediately prior to the Effective Time shall be the initial officers of the Surviving Corporation, in both cases until their successors shall have been elected and shall qualify in accordance with law and the Amended and Restated Articles of Incorporation and By-Laws of the Surviving Corporation.

5. *Terms and Conditions of the Merger.* Each share of common stock, par value \$0.10 per share (the "Shares"), of the Company issued and outstanding immediately prior to the Effective Time (other than Shares held in the Company's treasury or by Holdings or any wholly owned subsidiary of Holdings and other than Shares held by a shareholder who has properly exercised rights with respect to such Shares, if available, under either Section 515 or Section 910 of the BCL ("Dissenting Shares")) shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into the right to receive \$17.00 in cash (without interest) in the manner provided in paragraph 7 hereof. Each Share held in the treasury of the Company and each Share held by Holdings or any wholly owned subsidiary of Holdings immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be cancelled, retired and cease to exist and no payment shall be made with respect thereto. Each Transition Class A Share issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be cancelled, retired and cease to exist and no payment shall be made with respect thereto. Each Transition Class B Share issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on

the part of the holder thereof, be converted into and exchangeable for one share of common stock, par value \$1.00 per share, of the Surviving Corporation.

6. *Effect of the Merger.* The Merger shall have the effects set forth in the GCL and the BCL. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the property, rights, privileges, powers and franchises of the Company and Transition shall vest in the Surviving Corporation, and all debts, liabilities and duties of the Company and Transition shall become the debts, liabilities and duties of the Surviving Corporation.

7. *Exchange of Shares.* (a) Prior to the Effective Time, Holdings shall designate a bank or trust company reasonably acceptable to the Company to act as Exchange Agent in connection with the Merger (the "Exchange Agent") pursuant to an exchange agency agreement providing for the matters set forth in this Section 7 and otherwise reasonably satisfactory to the Company. At the Effective Time, Holdings will provide the Exchange Agent with the funds necessary to make the payments described in Section 5 hereof (the "Exchange Fund"). Promptly after the Effective Time, the Exchange Agent shall mail to each record holder, as of the Effective Time, of an outstanding certificate or certificates which immediately prior to the Effective Time represented Shares (the "Certificates") a form letter of transmittal (which shall specify that delivery shall be effected, and risk of loss and title to the Certificates shall pass, only upon proper delivery of the Certificates to the Exchange Agent) and instructions for use in effecting the surrender of the Certificates for payment therefor. Upon surrender to the Exchange Agent of a Certificate, together with a duly executed letter of transmittal and any other required documents, the holder of such Certificate shall receive in exchange therefor (as promptly as practicable) the consideration described in Section 5 hereof, without any interest thereon, and such Certificate shall forthwith be cancelled. If payment is to be made to a person other than the person in whose name a Certificate so surrendered is registered, it shall be a condition of payment that the Certificate so surrendered shall be properly endorsed or otherwise in proper form for transfer and that the person requesting such payment shall pay any transfer or other taxes required by reason of the payment to a person other than the registered holder of the Certificate so surrendered or establish to the satisfaction of the Surviving Corporation that such tax has been paid or is not applicable. Until surrendered in accordance with the provisions described in this Section 7, each Certificate (other than Certificates representing Shares held in the Company's treasury or by Holdings or any wholly owned subsidiary of Holdings and other than Certificates representing Dissenting Shares) shall represent for all purposes only the right to receive for each Share represented thereby the consideration described in Section 5 hereof, without any interest thereon.

(b) After the Effective Time, there shall be no transfers on the stock transfer books of the Surviving Corporation of the Shares which were outstanding immediately prior to the Effective Time. If, after the Effective Time, Certificates are presented to the Surviving Corporation, they shall be cancelled and exchanged for the consideration described in Section 5 hereof.

(c) From and after the Effective Time, the holders of Certificates evidencing ownership of Shares outstanding immediately prior to the Effective Time shall cease to have any rights with respect to such Shares except as otherwise provided herein or by applicable law.

(d) Any portion of the Exchange Fund (including the proceeds of any investments thereof) that remains unclaimed by the shareholders of the Company for six months after the Effective Time shall be repaid to Holdings. Any shareholders of the Company who have not theretofore complied with the procedure described in this Section 7 shall thereafter look only to Holdings for payment of their claim for the consideration described in Section 5 hereof for each Share such shareholder holds, without any interest thereon.

(e) Notwithstanding anything to the contrary described in this Section 7, none of the Exchange Agent, Holdings or the Surviving Corporation shall be liable to a holder of a Certificate formerly representing Shares for any amount properly paid to a public official pursuant to any applicable property, escheat or similar law.

88481652

APPENDIX I

AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
COLT INDUSTRIES INC
ARTICLE FIRST

The name of the corporation (herein called the "Corporation") is:

Colt Industries Inc

ARTICLE SECOND

The location and post office address of its registered office in this Commonwealth is c/o CT Corporation System, Oliver Building, Mellon Square, Pittsburgh, Pennsylvania 15222.

ARTICLE THIRD

The Corporation is organized under the provisions of the Business Corporation Law for the following purposes, which shall be construed independently of each other:

(a) To carry on in all its branches a general manufacturing business in ferrous, non-ferrous and alloyed metals and any other materials;

(b) To buy, sell, lease, mine, manufacture, produce, extract, manage, operate hold and deal in and with real and personal property of every kind and description;

(c) To engage in merchantile manufacturing, processing, research, development, trading and service businesses of any kind an character; and

(d) To invest in, and to aid by loans, by making guarantees and in any other manner, any business enterprises affiliated with this Corporation, or in which this Corporation has any direct or indirect interest or with which this Corporation does business, or the business of which is a direct or indirect benefit to this Corporation.

The Corporation shall also have unlimited power to engage in and to do any lawful act concerning any or all lawful business for which corporations may be incorporated under the Business Corporation Law.

The term for which the Corporation is to exist is perpetual

ARTICLE FOURTH

4.1 The aggregate number of shares which the Corporation shall have authority to issue is 40,000,000 of which 2,500,000 shares shall be Preferred Stock, par value \$1.00 per share, issuable in one or more series, and 37,500,000 shares shall be Common Stock, par value \$1.00 per share.

The Board of Directors shall have the full authority permitted by law to fix by resolution full, limited, multiple or fractional, or no voting rights, and such designations, preferences, qualifications, privileges, limitations, restrictions, options, conversion rights, and other special or relative rights of any class or any series of any class that may be desired.

ARTICLE FIFTH

The shareholders of the Corporation shall not have the right to cumulate their votes for the election of directors of the Corporation.

ARTICLE SIXTH

Any action which may be taken at a meeting of shareholders or of a class of shareholders may be taken without a meeting if a consent or consents in writing to such action, setting forth the action so taken, shall be signed by shareholders entitled to cast a majority (or such larger percentage as may at the time of such action be required by statute for the taking of action by shareholders without a meeting) of the votes which all such shareholders are authorized to cast thereon.

ARTICLE SEVENTH

These articles of incorporation may be amended in the manner now or hereafter prescribed by statute, and all rights conferred upon shareholders herein are granted subject to this reservation.

Commonwealth of Pennsylvania



Department of State

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

WHEREAS, Under the provisions of Article IX of the Business Corporation Law (Act of May 5, 1933, P.L. 344), as amended, the Department of State is authorized and required to issue a

CERTIFICATE OF MERGER

evidencing the merger of any one or more domestic corporations, and any one or more foreign corporations into one of such domestic corporations under the provisions of that law:

AND WHEREAS, The stipulations and conditions of that law relating to the merger of such corporations have been fully complied with by COLT TRANSITION INC., a Delaware corporation and COLT INDUSTRIES INC., a Pennsylvania corporation,

IT IS, THEREFORE, CERTIFIED, That from the Articles of Merger filed with the Department of State, it appears that COLT TRANSITION INC., the Delaware corporation has been merged into COLT INDUSTRIES INC.

THEREFORE, KNOW YE, That subject to the Constitution of this Commonwealth, and under authority of the Business Corporation Law, I DO BY THESE PRESENTS, which I have caused to be sealed with the Great Seal of the Commonwealth, hereby declare that the Pennsylvania corporation shall be the surviving corporation, under the name, style, and title of

COLT INDUSTRIES INC.

whose Articles are therein restated in their entirety, and henceforth shall not include any prior documents and which shall continue to be invested with and have and enjoy all the powers, privileges and franchises incident to a domestic business corporation, and be subject to all the duties, requirements and restrictions specified and enjoined in and by the Business Corporation Law and all other applicable laws of this Commonwealth.

Effective: 4:59 P.M.
GIVEN under my Hand and the Great Seal of the Commonwealth, at the City of Harrisburg, this 10th day of June in the year of our Lord one thousand nine hundred and eighty-eight and of the Commonwealth the two hundred and twelfth.

Secretary of the Commonwealth
rjd